

The Westfield's Party

Maryanne Westfield, a very prominent member of society, contacted Roger Williams, the owner of a fine dining restaurant called Promises. She inquires if they would be able to cater a cocktail party at her home featuring wine and passed appetizers. Knowing that such an event would be great advertising for the restaurant, he accepts and agrees to meet her at her home to discuss the details.

During the discussion Roger, Maryanne and Jeffrey, Maryanne's husband a self-proclaimed wine connoisseur, come up with a menu and choose several different appetizers and wines to be served at the event.

Rogers goes back to the restaurant office and puts together a document consisting of the menu and wine selection, he also includes the date, time and cost of the event and all other delivery and service details discussed by the Westfield's. He also includes a line in the document that states, "Promises reserves the right the substitute any of the above item based on product availability"

The next day Maryanne stops by Promises for lunch with her friends, before leaving she signs the on the signature line of the document and tells Roger, she is looking forward to the event in two weeks.

Two weeks later the event goes off without a hitch, "everything is perfect" proclaims Maryanne as she gives Roger a check for payment in full plus a few one hundred-dollar bills as a tip; Roger could not be happier.

As Roger is getting ready to leave Mr. Westfield approaches him and says he is not happy, the 2009 Chardonnay that he specifically orders was actually a 2012 vintage.

One week later, Roger receives a letter from Mr. Westfield's attorney stating that Mr. Westfield intends to sue Promises for breach of contract over the "mix up" of the wine. Damages in the lawsuit would be the dollar amount equal to the cost of all the wines served at the party.

1. What are the elements that make up a contract? Was there a contract in this scenario?
2. Was Mr. Westfield a party to the contract and does he have the legal right to initiate a lawsuit against Promises? Explain your answer.
3. How does the line in the document regarding "substitution of the above items" impact in Mr. Westfield's case against Promises? Explain your answer.
4. Explain both mediation/arbitration; which should Roger choose in this case if given the option? Explain your answer.
5. Would you suggest that Roger avoid litigation and make an offer of "settlement" to Mr. Westfield? If so, what should he offer? If not, why not?